

SPACE INTELLIGENCE LIMITED – END USER LICENCE AGREEMENT

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and **SPACE INTELLIGENCE LIMITED**, a company incorporated in Scotland with company number SC595836 and having its registered office at Regus Offices, 93 George Street, Edinburgh, Scotland, EH2 3ES (**Licensor, us or we**) for:

- Our data mapping products (the **Product**).

We license use of Product to you on the basis of this Licence. We do not sell the Product to you. We remain the owners of the Product at all times.

IMPORTANT NOTICE:

- **BY DOWNLOADING OR OTHERWISE ACCESSING THE PRODUCT YOU ARE AGREEING TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES.**
- **IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MAY NOT DOWNLOAD OR STREAM OR ACCESS THE PRODUCT.**

You should save a copy of this Licence for future reference.

1. GRANT AND SCOPE OF LICENCE

- 1.1 We grant to you a non-exclusive, non-transferable licence to use the Product on the terms of this Licence for your internal business purposes only subject to condition 1.2.
- 1.2 No use of the Product is permitted in relation to EUDR compliance.
- 1.3 You are entitled to use the Product to create reports and similar analytical documents (**Reports**) for internal business purposes as long as such purposes are not related to EUDR compliance. No other use of Reports is permitted.

2. RESTRICTIONS

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
 - 2.1.1 not to copy the Product except where it is necessary for the purpose of back-up;
 - 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Product;
 - 2.1.3 not to disassemble, decompile, or reverse-engineer the Product;
 - 2.1.4 to keep all copies of the Product secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Product;
 - 2.1.5 to supervise and control use of the Product and ensure that it is used by your employees and representatives in accordance with the terms of this Licence; and
 - 2.1.6 not to provide or otherwise make available the Product in whole or in part without prior written consent from us.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in the Product anywhere in the world belong to us, that rights in the Product are licensed (not sold) to you, and that you have no rights in, or to, the Product other than the right to use it in accordance with the terms of this Licence.

4. LIMITATION OF LIABILITY

- 4.1 You acknowledge that the Product has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Product meet your requirements.

- 4.2 You acknowledge that the Product is provided on an 'as is' basis.
- 4.3 We only supply the Product for internal use by your business, and you agree not to use the Product for any re-sale purposes.
- 4.4 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- 4.4.1 loss of profits, sales, business, or revenue;
 - 4.4.2 business interruption;
 - 4.4.3 loss of anticipated savings;
 - 4.4.4 wasted expenditure;
 - 4.4.5 loss or corruption of data or information;
 - 4.4.6 loss of business opportunity, goodwill or reputation;
- where any of the losses set out in condition 4.4.1 to condition 4.1.6 are direct or indirect; or
- 4.4.7 any special, indirect or consequential loss, damage, charges or expenses.
- 4.5 Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £0. This maximum cap does not apply to condition 4.6.
- 4.6 Nothing in this Licence shall limit or exclude our liability for:
- 4.6.1 death or personal injury resulting from our negligence;
 - 4.6.2 fraud or fraudulent misrepresentation;
 - 4.6.3 any other liability that cannot be excluded or limited by English law.
- 4.7 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Product. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Product which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 5. TERMINATION**
- 5.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 5.2 On termination for any reason:
- 5.2.1 all rights granted to you under this Licence shall cease;
 - 5.2.2 you must immediately cease all activities authorised by this Licence; and
 - 5.2.3 you must immediately and permanently delete or remove the Product from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Product then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.
- 6. COMMUNICATIONS BETWEEN US**
- 6.1 We may update the terms of this Licence at any time on notice to you in accordance with this condition 7. Your continued use of the Product following the deemed receipt and service of the notice under condition 7.3 shall constitute your acceptance to the terms of this Licence, as varied.

If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using the Product on the deemed receipt and service of the notice.

6.2 Note that any notice given by us to you will be deemed received and properly served 24 hours after it is first posted on our website or the website of the third party platform from which you purchased the licence for the Product.

6.3 In proving the service of any notice, it will be sufficient to prove, in the case of posting on a website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice.

7. OTHER IMPORTANT TERMS

7.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

7.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

7.3 This Licence [and any document expressly referred to in it] constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.

7.4 You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence [or any document expressly referred to in it].

7.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence [or any document expressly referred to in it].

7.6 A waiver of any right or remedy is only effective if given in writing [and shall not be deemed a waiver of any subsequent right or remedy].

7.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

7.8 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

7.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.